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No. 1-169A045

JUN 18 1981

Fee \$10.00

ICC Washington, D. C.

RECORDATION No. 11064-2
FILED 1981

JUN 18 1981 12:35 PM
INTERSTATE COMMERCE COMMISSION

June 17, 1981

Richmond, Fredericksburg and Potomac Railroad Company
Lease Financing Dated as of September 1, 1979
Amendment Agreement Dated as of March 2, 1981

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Richmond, Fredericksburg and Potomac Railroad Company for filing as an amendment to the filings under recordation number 11064, counterparts of the following document:

Amendment Agreement dated as of March 2, 1981, among McHugh Brothers Crane Rentals, Inc., McHugh Brothers Heavy Hauling, Inc. and Richmond, Fredericksburg and Potomac Railroad Company.

The names and addresses of the relevant parties to the aforementioned Amendment Agreement are as follows:

- (1) Lessee:
McHugh Brothers Crane Rentals, Inc.
P. O. Box 196
Penndel, Pennsylvania 19047.

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*Ms. Lee
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will be 11064-G*

*Robert Mendenhall
Cheney*

- (2) Assignee of Sublease:
McHugh Brothers Heavy Hauling, Inc.,
P. O. Box 196,
Penn del, Pennsylvania 19047.
- (3) Lessor-Vendee:
Richmond, Fredericksburg and Potomac
Railroad Company,
2134 West Laburnum,
Richmond, Virginia 23227.

Please file the document referred to in this letter and index it under the names of the Lessee, the Assignee of Sublessee and the Lessor-Vendee.

The equipment covered by the aforementioned agreement consists of 300 50 ft. XM and XF boxcars, bearing the reporting numbers WRWK 5001-5300 (formerly NHR 5001-5300), inclusive.

There is also enclosed a check for \$10 payable to the Interstate Commerce Commission, representing the fee for recording the Amendment Agreement.

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish to retain one copy of the instruments for your files. It is requested that the remaining counterpart be delivered to the bearer of this letter.

Very truly yours,



John B. Harlow, II
As Agent for
Richmond, Fredericksburg and
Potomac Railroad Company

Agatha L. Mergenovich, Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

RECORDATION NO. 11064-4
JUL 14 1981
INTERSTATE COMMERCE COMMISSION

Agreement to relieve McHugh Brothers from its Lease obligations in connection with 300 box cars financed under documents dated as of September 1, 1979)

THIS AGREEMENT, made as of March 2, 1981 between McHugh Brothers Crane Rentals, Inc., a Pennsylvania Corporation whose address is P. O. Box 196, Penndel, Pennsylvania 19047 (hereinafter called "Crane Rentals") and McHugh Brothers Heavy Hauling, Inc. likewise a Pennsylvania Corporation of the same address, (hereinafter called "Heavy Hauling"), both of which are hereinafter referred to jointly as "McHugh", and the Richmond, Fredericksburg and Potomac Railroad Company, a Virginia Corporation, whose address 2134 West Laburnum Avenue, Richmond, Virginia 23227.

Whereas Crane Rentals and Heavy Hauling acquired the right to use 300 new box cars pursuant to various documents on file at the Interstate Commerce Commission as follows:

Conditional Sales Agreement dated as of September 1, 1979 between FMC Corporation and Richmond, Fredericksburg and Potomac Railroad Company filed on November 20, 1979 as no. 11064;

Agreement and Assignment dated as of September 1, 1979 between FMC Corporation and United States Trust Company of New York filed as document no. 11064-A;

Equipment Lease dated as of September 1, 1979 between Richmond, Fredericksburg and Potomac Railroad Company and McHugh Brothers Crane Rentals, Inc. filed as no. 11064-B;

Equipment Sublease dated as of November 1, 1979 between McHugh Brothers Crane Rentals, Inc. and New Hope & Ivyland Railroad Company filed as no. 11064-C;

Assignment and Assumption Agreement dated November 15, 1979 between New Hope & Ivyland Railroad Company and McHugh Brothers Heavy Hauling, Inc. filed as no. 11064-D;

and also, pursuant to a Participation Agreement dated as of September 1, 1979 among McHugh Brothers Crane Rentals, Inc., Richmond, Fredericksburg and Potomac Railroad Company, United States Trust Company of New York and certain investors, which is not recorded at the Interstate Commerce Commission;

And Whereas, the use of said 300 cars was transferred to the Warwick Railway Company, a Rhode Island Corporation whose address is P. O. Box 1490, Woonsocket, Rhode Island 02895 (hereinafter called "Warwick") pursuant to Lease Agreement dated January 25, 1980, recorded on January 29, 1980 as no. 11064-E;

And Whereas, said 300 box cars presently bear Warwick Railway Nos. 5001 through 5300, both inclusive.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Because of acute financial difficulties McHugh desires to be relieved of all further obligations as to the 300 box cars pursuant to above recited documents, and particularly desires to be relieved of any further obligation to pay rental under the Equipment Lease, and to be relieved of any responsibility for damages and expenses in the event of default pursuant to § 14.2 and other provisions of the Lease. McHugh also desires to be relieved of any and all future responsibilities and obligations contained in any of the provisions of any of the other documents related to this 300 box car transaction.

2. In consideration of the other provisions of this Agreement, RF&P is willing to and does agree to release and relieve McHugh of all further obligations in connection with the 300 box cars

effective as of March 2, 1981.

3. McHugh waives any claim which it, or any of its affiliated companies, successors, or assigns, may have against any sum that may be payable by the Warwick Railway Company to McHugh pursuant to the Lease Agreement of January 25, 1980, which may be payable subsequent to March 2, 1981, regardless of whether such amounts may have been earned or accrued prior to March 2, 1981, and hereby assigns to the RF&P any and all rights to any future sums which may be payable by Warwick.

4. McHugh acknowledges that several of the 300 box cars have been damaged or destroyed and have not yet been accounted for, and agrees to assume the responsibility for payment of casualty value or repairs in connection with such cars, where appropriate, and for any necessary handling with foreign line railroads to arrange repairs or compensation for destroyed cars, and for any necessary handling with the Warwick.

5. McHugh recognizes that as of March 2, 1981 it owed \$296,912.68 to RF&P, pursuant to the Lease obligations and special arrangements made between McHugh and RF&P by RF&P letter of August 6, 1980, and McHugh agrees to assume and pay said amount.

6. McHugh and RF&P agree that this document is being executed to relieve and eliminate McHugh from any and all further participation and obligation in connection with the 300 box car transaction and related documents, except as specifically recited above, and agree that this paper shall be recorded with the Interstate Commerce Commission in order to properly so indicate, and agree to enter into and execute any other documents that may reasonably be thought by either party to be necessary or desirable, provided such documents are in form satisfactory to the respective parties, and agree to promptly cooperate in progressing any such paper work and to assume

their respective legal expenses.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of March 2, 1981.

McHugh Brothers Crane Rentals, Inc.

By: Robert C. McHugh
President

ATTEST:

James L. McHugh
Secretary (Seal)

McHugh Brothers Heavy Hauling, Inc.

By: James L. McHugh
President

ATTEST:

Robert C. McHugh
Secretary (Seal)

Richmond, Fredericksburg and Potomac
Railroad Company

By: J. Newbauer
Vice President - Administration

ATTEST:

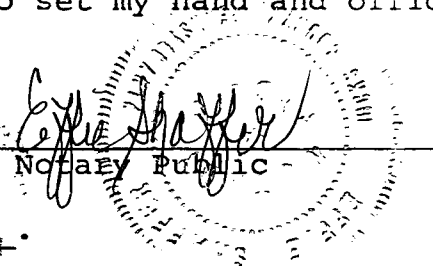
E. a. Wallace
Secretary (Seal)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BUCKS

On this 30th day of March, 1981, before me, the undersigned officer, personally appeared Robert C. McHugh, who acknowledged himself to be the President McHugh Brothers Crane Rentals, Inc., a Corporation, and that he as such himself being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires EFFIE SHAFFER
NOTARY PUBLIC
P.O. Box 196, Pennel, Bucks County,
Pennsylvania 19047
My Commission Expires August 29, 1981

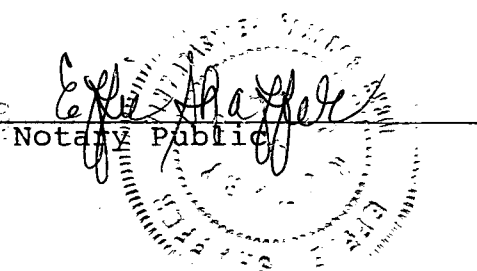


COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BUCKS

On this 30th day of March, 1981, before me, the undersigned officer, personally appeared James C. McHugh, who acknowledged himself to be the President of McHugh Brothers Heavy Hauling, Inc., a Corporation, and that he as such himself being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: EFFIE SHAFFER
NOTARY PUBLIC
P.O. Box 196, Pennel, Bucks County,
Pennsylvania 19047
My Commission Expires August 29, 1981



COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND

On this 1st day of April, 1981, before me, the undersigned officer, personally appeared J.J. Newbauer, Jr, who acknowledged himself to be the Vice President-Administration of Richmond, Fredericksburg and Potomac Railroad Company, a Corporation, and that he as such Vice President-Administration being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as Vice President-Administration.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

My commission expires Decy 28, 1982.